

IN RE:

S.D.N.Y. Bankr. No. 14-22147 (RDD)

ORRIN S. ANDERSON, A/K/A ORRIN  
ANDERSON, A/K/A ORRIN SCOTT  
ANDERSON,

S.D.N.Y. Bankr. Adv. Pro. No. 15-08342 (RDD)

Plaintiff,

S.D.N.Y. No. 19-cv-3981 (NSR)

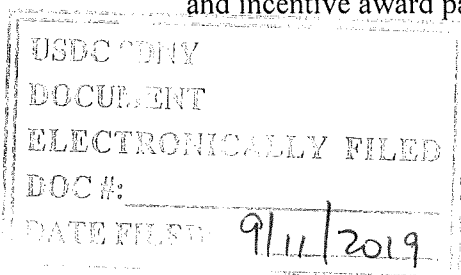
V.

CAPITAL ONE BANK (USA), N.A.,

Defendant.

WHEREAS, this matter came before the Court for hearing on September 11, 2019 (the “Settlement Hearing”), on motion of Class Counsel in the above-captioned action to, among other things, determines (i) whether the terms and conditions set forth in the Settlement Agreement are fair, reasonable, and adequate and should be approved by the Court; (ii) whether a Judgment providing, among other things for the dismissal with prejudice of the action against Capital One Bank (USA), N.A. (“Capital One”) as provided for in the Settlement Agreement should be entered; and

WHEREAS, Class Counsel has filed an uncontested motion for attorneys' fees, expenses and incentive award payments; and



WHEREAS, this Court has considered all matters submitted to it at the Settlement Hearing and all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement is incorporated by reference in this Order as though fully set forth herein. All capitalized terms used herein shall have the meanings set forth in the Settlement Agreement

2. Class Counsel is hereby awarded Fees and Expenses of \$3,500,000, which sum the Court finds to be fair and reasonable. In making this award, the Court has considered and found that:

a. The Notice advised that Class Counsel attorneys' fees and expenses would be determined by the District Court, which Capital One would not challenge so long as they are reasonable, and no objections were filed with respect to the award of the Fees and Expenses disclosed in the Class Notice;

b. The Action involves complex factual and legal issues, was actively prosecuted and, in the absence of the Settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;


c. Class Counsel exhibited exemplary skill and prudence in pursuing the Action on behalf of the Class Representative and the Class;

d. The hourly rates charged by Class Counsel are reasonable;

e. Had Class Counsel not achieved the Settlement, there would remain a significant risk that the Class Representative and the Class would recover less or nothing from Capital One; and


f. The amount of the Fees awarded herein is consistent with awards in similar cases.

g. The Fees and Expenses awarded herein shall be paid by Capital One consistent with the terms of Section 15.2 of the Settlement Agreement.

3. The Court finds that an award to the Class Representative for his time and effort in representing the Class in the prosecution of the Action is fair and reasonable, and thus awards the Class Representative an Incentive Award in the amount of \$5,000.00. The Incentive Award shall be paid by ~~Capital One~~  consistent with the terms of Section 15.6 of the Settlement Agreement.

4. Capital One shall pay the Settlement Administrator consistent with the terms of the engagement agreement entered with the Settlement Administrator.

Dated: Sept. 11, 2019  
White Plains, NY

  
Honorable Nelson S. Román  
United States District Court Judge

Clerk of the Court requested  
to terminate the motion (doc.13).